

RESOLUTION OF BOSTON REDEVELOPMENT AUTHORITY  
APPROVING LAND DISPOSITION AGREEMENT FOR PARCEL 1  
IN THE GOVERNMENT CENTER PROJECT

WHEREAS, on November 14, 1962, the BRA approved a site, price and the terms and conditions of a Land Disposition Agreement by and between the BRA and the Government Center Commission of the Commonwealth of Massachusetts; and

WHEREAS, architectural work for the construction of improvements on Parcel 1 has proceeded to the point where bidding in the near future is contemplated; and

WHEREAS, the Government Center Commission has requested early conveyance of the site so that construction may begin as soon as possible; and

WHEREAS, there has been presented to this meeting of the Authority a Land Disposition Agreement for Parcel 1 setting forth the conditions under which Parcel 1 will be purchased and developed; and

WHEREAS, it is desirable that the parcel be divided into two lots for the purpose of conveyance; and

WHEREAS, the proposed purchase price of Parcel 1A in the amount of \$1,675,000 and the proposed purchase price for Parcel 1B in the amount of \$75,000 for a total purchase price of \$1,750,000 are based upon two independent appraisals of the value of said Parcel for uses in accordance with the Government Center Urban Renewal Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That disposal of Parcel 1 by negotiation is the appropriate method of making the land available for redevelopment.
2. That the said Land Disposition Agreement for the disposition of Parcel 1 to the Government Center Commission of the Commonwealth of Massachusetts is hereby approved, and the Development Administrator is hereby authorized to execute said agreement on behalf of the Authority substantially in the form presented to this meeting.
3. That the proposed prices of \$1,675,000 for Parcel 1A and \$75,000 for Parcel 1B, for a total of \$1,750,000, are hereby approved and determined to be not less than the fair value of Parcel 1 for uses in accordance with the Government Center Urban Renewal Plan.
4. That the Government Center Commission of the Commonwealth of Massachusetts possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with the Government Center Urban Renewal Plan.
5. That publication of the redeveloper's disclosure advertisement of June 19, 1964, with respect to Parcel 1, is hereby approved, ratified and confirmed.
6. That the Development Administrator is authorized to grant to the State Government Center Commission such temporary construction easements in land owned by the Authority abutting the site as, in his opinion, are necessary or desirable to facilitate construction of the improvements.



LAND DISPOSITION AGREEMENT

by and between

BOSTON REDEVELOPMENT AUTHORITY

and

THE COMMONWEALTH OF MASSACHUSETTS  
(Government Center Commission)

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LAND DISPOSITION AGREEMENT

THIS AGREEMENT, made and entered into the                      day of

                    , 196    by and between BOSTON REDEVELOPMENT AUTHORITY, and  
THE COMMONWEALTH OF MASSACHUSETTS, acting by and through the GOVERN-  
MENT CENTER COMMISSION created by St. 1960, ch. 635.

WHEREAS the Government Center Commission has after consultation  
with the Authority, deemed it advisable to acquire the parcel of land,  
hereinafter called "The Property", located within the area bounded  
by Cambridge Street, Chardon Street, Merrimac Street and Staniford  
Street in the City of Boston, and to redevelop such land for the pur-  
pose of a health, welfare and education service center.

WITNESSETH THAT the parties hereto have agreed as follows:

ARTICLE I

DEFINITIONS

Section 101: Defined Terms

For the purposes of this Agreement, the following terms shall  
have the meanings, respectively, ascribed to them below:

(a) "City" shall mean the City of Boston, Massachusetts.

(b) "Authority" shall mean the Boston Redevelopment Authority,  
a public body politic and corporate, created pursuant to Chapter 12,  
Section 26QQ, of the Massachusetts General Laws (Ter. Ed.), as amended  
and shall include any successor in interest, whether by act of a  
party to this Agreement or by operation of law or otherwise.

(c) "Redeveloper" shall mean the Commonwealth of Massachusetts,  
acting by and through said Government Center Commission, and shall  
include any successor in interest or assign, whether by act of a  
party to this Agreement or by operation of law or otherwise.

(d) "The Property" shall mean Parcel 1 of the Government Center  
Project Area, described in Exhibit A attached hereto and made a part  
hereof and shown on a map entitled "Property Line Map, Parcel 1"  
Government Center Project No. Mass. R-35, prepared by Whitman and



Howard, Inc., Engineers, dated May 8, 1964, revised July 13, 1964, which map is attached hereto as Exhibit B. The property shall be divided into two parcels, shown as Parcels 1A and 1B on said map and shall be conveyed together with the fee to the centerline of all streets, proposed or existing, abutting the property as shown on said map.

(e) "Plan" shall mean the Government Center Urban Renewal Plan duly adopted in accordance with Chapter 121 of the General Laws, and as it may be amended in accordance with the provisions therein contained, which Plan as approved by the Boston City Council on May 25, 1964 is on file in the office of the City Clerk. The "term of the Plan" shall mean the period commencing upon the approval of the Plan by the City Council and expiring as therein provided.

(f) "Preliminary Plans and Specifications" shall mean the drawings, sketches, preliminary plans, and outline specifications submitted to the Authority, showing the general plan of the improvements to be erected on the Property by the Redeveloper, approved by the Authority on November 14, 1962, on file at the office of the Authority.

(g) "Site Plan" shall mean the revised schematic plan of the site submitted to the Authority by the Redeveloper, approved by the Authority on November 14, 1962, on file at the office of the Authority.

## ARTICLE II

### TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

#### Section 201: Covenant of Sale

Subject to all the terms, covenants and conditions of this Agreement the Authority covenants and agrees to sell and convey, and the Redeveloper covenants and agrees to purchase, the Property.

#### Section 202: Condition of Land to be Conveyed

(a) The Authority agrees that, at the time of sale and



conveyance and delivery of possession of each parcel, it shall be free and clear of all buildings, structures and improvements except streets, sidewalks, and walls and foundations below the surface and all cellar holes and excavations shall be filled to the level of the surrounding ground in a good and workmanlike manner. The Property shall be uniformly graded and left free of mounds and depressions. The finished surface shall be rough graded so as to conform approximately to the street elevations of the area as they now exist.

(b) The Authority agrees that it shall, without expense to the Redeveloper, provide or cause to be provided the street improvements called for in the Plan, in such a manner as to reasonably integrate the completion of such street improvements with the completion of improvements to be built on the Property by the Redeveloper and the public utility adjustments called for in the Plan in a timely manner so as not to impede the construction of the improvements on the Property.

Section 203: Purchase Price and Payment Thereof

(a) The purchase price for the entire Property shall be One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00). Upon delivery of the deed and possession of Parcel 1A to the Redeveloper, the Redeveloper shall pay to the Authority One Million Six Hundred Seventy-Five Thousand Dollars (\$1,675,000.00), and upon delivery of the deed and possession of Parcel 1B to the Redeveloper shall pay to the Authority Seventy-Five Thousand Dollars (\$75,000.00).

(b) Each payment shall be by check of The Commonwealth of Massachusetts, drawn to the order of the Authority.



#### Section 204: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of Parcel 1A and the purchase of the same by the Redeveloper shall, subject to the provisions of Section 206, take place on November 1, 1964 and the sale and conveyance and delivery of possession of Parcel 1B and the purchase of the same by the Redeveloper shall, subject to the provisions of Section 206, take place on or prior to January 1, 1966. In each case the closing shall be held at the office of the Authority or such other place as the Authority may designate; provided, however, that the sale and conveyance and delivery of possession of either or both parcels or portions thereof may take place at an earlier or later date upon agreement of the parties hereto.

#### Section 205: Title and Instrument of Conveyance

The sale and conveyance shall be by quitclaim deed of good and marketable fee simple title to each parcel, free and clear of all liens and encumbrances but subject to all conditions, covenants and restrictions set forth or referred to in this Agreement and the Plan, or in either thereof, and subject to an easement for a landscaped public way only as shown on the Property Line Map attached hereto as Exhibit B, and an easement for a telephone line within said public way easement. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Authority to the Redeveloper, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, except as provided in Section 206.

#### Section 206: Default by Authority

In the event that the Authority shall be unable to give title or to make conveyance or to deliver possession of the Property as provided for herein, the Authority shall use reasonable efforts to remove any defect in title or to deliver possession as herein agreed, as the case may be, in which event the Authority shall give written notice thereof to the Redeveloper at or before the time for/



mance by the Authority hereunder, and thereupon the time for the performance by the Authority shall be extended for a period of ninety (90) days, or such longer period as the Authority and the Redeveloper shall mutually agree; provided, however, that the Redeveloper shall have the election, either at the original or any extended time for performance, to accept such title as the Authority can deliver to the Property and to pay therefor without deduction, in which case the Authority shall convey such title to the Redeveloper. In the event that at the expiration of the extended time the Authority shall be unable to give title or to make conveyance or to deliver possession as herein provided and if the Redeveloper shall not have exercised its election as aforesaid, all of the obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto. The acceptance of a deed by the Redeveloper shall be deemed a full performance and discharge of every agreement and obligation herein contained, except such as are, by the express terms hereof, to be performed after the delivery of the deed.

### ARTICLE III

#### RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

##### Section 301: Redevelopment Pursuant to Plan

(a) The Redeveloper, for itself and its successors and as signs, covenants, promises and agrees:

- (1) to devote the Property to the uses specified in the Plan;
- (2) not to use or devote the Property or any part thereof for any use other than the uses or purposes specified in the Plan, or contrary to any of the applicable limitations or requirements of the Plan;
- (3) not to effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property or any improvement thereon is restricted, or national origin or ancestry in the sale, lease or occupancy thereof, and



- (4) to comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color, or national origin in the sale, lease, or occupancy of the Property, and
- (5) not to discriminate upon the basis of race, color, creed or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon or any part thereof.

(b) The covenants in subsection (a) of this Section shall be covenants running with the land.

(c) The covenants in subdivisions (1) and (2) of subsection (a) of this Section, and all rights and obligations under any of said covenants, shall terminate upon the expiration of the term of the Plan; and the covenants in subdivisions (3), (4) and (5) and all rights and obligations under any of said covenants, shall terminate upon the expiration of one hundred (100) years from the date of the deed of the Property from the Authority to the Redeveloper; provided, however, that the provisions of this sub-section shall not abate, or be a ground for abatement or, any action, suit, or other legal proceeding instituted prior to the termination of the covenant.

#### Section 302: Improvements and Submission of Plans

(a) The Property shall be used for the construction of a health, welfare and education service center which shall consist of (1) a mental health center and state laboratories building, (2) an employment security building, and (3) a health, welfare and education building, together with a plaza area and underground garage, and may also include an underground passageway or passageways connecting said buildings with the state office building and other public buildings and facilities, such improvements to be built in accordance with the Preliminary Plans and Specifications, the Site Plan and the applicable standards and controls of the Plan.

(b) The Redeveloper shall submit to the Authority final plans and specifications for the improvements to be constructed on the Prop-



erty, which plans and specifications shall be in conformity with the Preliminary Plans and Specifications, the Site Plan and the applicable building requirements of the Plan, for review by the Authority as to such conformity, in accordance with the following schedule:

- (1) Division of Employment Security Building - No later than November 15, 1964.
- (2) Garage and Plaza - March 15, 1965
- (3) Health, Welfare and Education Building - March 15, 1965
- (4) Mental Health Center and State Laboratories - March 15, 1965.

(c) No work shall be commenced on the construction of the improvements in each case until the expiration of thirty (30) days after the submission to the Authority of the final plans and specifications as provided in subsection (b) hereof or such other time as shall be mutually agreed by the Redeveloper and the Authority, and no such work shall be done unless such work conforms in every respect to the Preliminary Plans and Specifications, the Site Plan, the applicable building requirements of the Plan and such final plans and specifications (or to such Preliminary Plans and Specifications, Site Plan, applicable building requirements and final plans and specifications as they or any of them may have been amended by the parties hereto as provided in this Agreement) except that such final plans and specifications may be modified by the Redeveloper from time to time so long as the improvements to be erected shall be in conformity with the Preliminary Plans and Specifications, the Site Plan and the applicable building requirements of the Plan and be in substantial conformity with the final plans and specifications originally submitted.

#### Section 303: Time for Commencement and Completion of Construction

(a) The Redeveloper shall begin the construction of the Division of Employment Security Building in accordance with the final plans and specifications submitted as provided in this Agreement on or before



January 15, 1965, and shall thereafter diligently prosecute the same to completion. The Redeveloper shall begin construction on the Health, Welfare and Education Building, the Mental Health Center and the Garage and Plaza in each case within 90 days after completion of the final drawings and approval thereof by the Redeveloper, and shall thereafter diligently prosecute the same to completion.

(b) After the sale and conveyance and delivery of possession of the Property to the Redeveloper and during the period of construction, the work of the Redeveloper shall be subject to inspection at reasonable times by representatives of the Authority and of the United States of America for the purpose of determining compliance with this Agreement.

(c) Prior to the sale and conveyance and delivery of possession of the Property, the Authority shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purposes of this Agreement.

(d) It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the improvements on the Property shall be covenants running with the land.

(e) It is hereby agreed that the Redeveloper's obligation to submit plans and specifications pursuant to Section 302(b) hereof, and its obligation to commence and complete construction pursuant to Section 303(a) hereof, are subject to the availability of funds therefor.

Section 304: When Improvements Completed

The building of improvements on the Property shall be deemed completed for the purposes of this Agreement when the improvements required of the Redeveloper by the provisions of this Agreement have been built and are substantially ready for occupancy and shall incontestably be deemed completed for the purposes of this Agreement upon the issuance of a Certificate of Completion by the Authority, which shall be in recordable form and shall not be unreasonably withheld by the Authority.



Section 305: Non-Discrimination in Employment

The Redeveloper, for itself, and its successors and assigns, agrees that in the construction of the Improvements in accordance with the provisions of this Agreement:

- (a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
- (b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
- (c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency, advising the said labor union or workers' representative of the Redeveloper's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Redeveloper will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.



(e) The Redeveloper will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Redeveloper's noncompliance with the nondiscrimination clauses of this Section, or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency, the Redeveloper may request the United States to enter into such litigation



to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the term "Redeveloper" and the term "Agency" may be changed to reflect appropriately the name or designation of the parties to such contract, subcontract, or purchase order.

#### ARTICLE IV

##### TRANSFER OF REDEVELOPER'S INTEREST

###### Section 401: General Terms Relating to Transfer of Interest in Property by Redeveloper

The Redeveloper shall not, prior to the completion of the construction of the Improvements on the Property, make or suffer to be made, any assignment or any manner of transfer of its interest in the Property or portion thereof or in this Agreement, other than a contract or agreement to be performed subsequent to such completion, except upon compliance with the following:

(1) The transferee or transferees (other than any governmental agency or body) shall have been approved as such in writing, by the Authority;

(2) The transferee or transferees, by valid instrument in writing, satisfactory to the Authority, shall have expressly assumed, for themselves and their successors and assigns and directly to and for the benefit of the Authority, all obligations of the Redeveloper provided for in this Agreement, provided, however, that the fact that any transferee shall, whatever, the reason, not have assumed such obligations, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Authority) relieve or except such transferee of or from such obligations or deprive or limit the Authority of or with respect to any rights or limitations or controls with respect to the Property or the construction of the improvements.



## ARTICLE V

### MISCELLANEOUS PROVISIONS

#### Section 501: Finality of Approvals

Where, pursuant to this Agreement, any document of or proposed action by the Redeveloper is required to be submitted by it to the Authority, and the Redeveloper has been notified in writing by the Authority that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the Authority with respect to such particular document or proposed action for which such approval or notice of satisfaction was given.

#### Section 502: How Agreement Affected by Provisions Being Held Invalid

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and of the Plan.

#### Section 503: Covenants to be Enforceable by Authority

Any covenant hereincontained which is expressed to be a covenant running with the land shall be contained in any instrument of conveyance relating to the Property and shall, in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Authority against the Redeveloper. In amplification, and not in restriction of the provisions hereof, it is intended and agreed that the Authority shall be deemed a beneficiary of such covenants both for and in its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such covenants have been provided, and such covenants shall be in force and effect, without regard to whether the Authority has at any time been, remains, or is an owner of or in possession of any land to, or in favor of, which the covenants relate.



Section 504: Parties Barred from Interest in Project

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part hereof, or to any benefit to arise therefrom.

Section 505: Authority's Members and Officers Barred from Interest

No member, official or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the Authority shall be personally liable to the Redeveloper in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or on any obligations under the terms of this Agreement.

Section 506: Local Public Officials Barred from Interest

No member of the governing body of the City of Boston, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Government Center Urban Renewal Project shall have any personal interest, direct or indirect, in this Agreement.

Section 507: Agreement Binding on Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of the respective successors and assigns of the parties hereto.

Section 508: Waivers

No waiver made by either party with respect to the performance, or manner or time thereof, of any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver



with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

#### Section 509: Amendments

This Agreement may be amended only by a written document, duly executed by the parties hereto, evidencing the mutual agreement of the parties hereto to such amendment.

#### Section 510: Notices

Whenever under this Agreement notices, approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such notices, approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Authority or Redeveloper, and sent to the other party by registered or certified mail, postage prepaid, and addressed as follows or in such other manner or to such other address as the other party shall direct by prior notice:

If to the Redeveloper - Government Center Commission  
State House  
Boston, Massachusetts

If to the Authority - Boston Redevelopment Authority  
City Hall Annex  
Boston, Massachusetts  
c/o Edward J. Logue  
Development Administrator

#### Section 511: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the Authority nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the improvements, or progress in respect thereto, in the event of enforced delay in the performance



of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it beign the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of The Property for redevelopment or of the Redeveloper with respect to construction of the improvements, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this Section shall, with ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and of the estimated period of the enforced delay. In calculating the length of the delay, not only actual work stoppages but also any consequential delays resulting from such stoppages shall be considered.

#### Section 512: Amendment of Plan

In the event a proposed modification or amendment of the Plan affects the rights of the Redeveloper as established under this Agreement, any such modification or amendment of the Plan must be consented to by the Redeveloper prior to becoming effective with respect to the Redeveloper.



IN WITNESS WHEREOF, on the

day of

at Boston, Massachusetts, the parties hereto have caused this Agreement in five counterparts to be signed, sealed and delivered by their duly authorized officers, respectively.

Signed, sealed and delivered  
in the presence of:

BOSTON REDEVELOPMENT AUTHORITY

By \_\_\_\_\_  
Title

THE COMMONWEALTH OF MASSACHUSETTS  
acting by and through the  
GOVERNMENT CENTER COMMISSION

By \_\_\_\_\_  
Title



COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above-named

who executed the foregoing Agreement on behalf of Boston Redevelopment Authority and acknowledged the same to be the free act and deed of said Authority.

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Notary Public  
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above-named

who executed the foregoing Agreement on behalf of The Commonwealth of Massachusetts and acknowledged the same to be the free act and deed of the Commonwealth.

---

Notary Public  
My commission expires:



October 1, 1964

M E M O R A N D U M

TO: Boston Redevelopment Authority

FROM: Edward J. Logue, Development Administrator

SUBJECT: REVISED LAND DISPOSITION AGREEMENT FOR PARCEL 1  
GOVERNMENT CENTER

On November 14, 1962, the Redevelopment Authority approved a Letter of Understanding with the Government Center Commission of the Commonwealth of Massachusetts, for the disposition of Parcel 1 in the Government Center Project Area to the Commission, and the construction thereon of the State Service Center complex, comprising buildings for the Departments of Mental Health, Employment Security, and Health, Education and Welfare of the Commonwealth. Attached to that Letter of Understanding was a proposed Land Disposition Agreement.

Since that time the Land Disposition Agreement, pursuant to discussions between the BRA staff and lawyers for the Government Center Commission, has been revised in several respects and is attached hereto for your approval. Most of the changes are in the nature of technical amendments or clarifications.

The major change in the agreement relates to a two-stage conveyance of the parcel. The first conveyance, covering the major portion of the parcel (designated Parcel 1A) will be made within the next few weeks, and the second conveyance, covering a small portion of the parcel comprising the present site of Chardon Street, the Langone Funeral Home and part of the Chardon Motor Mart, (designated Parcel 1B) will be made on or before January 1, 1966. The retained parcel is not needed immediately for construction purposes by the State, as can be seen on the attached site plan, and will give us some additional time to relocate the utilities in Chardon Street, and to solve the relocation problems of the Langone Funeral Home.

The purchase price of \$1,750,000 is consistent with both re-use appraisals that have been made on the property. The agreement provides that upon conveyance of the first parcel, the Commission will pay to the Authority the amount of \$1,675,000, and upon conveyance of the second parcel, the Commission will pay to the Authority the amount of \$75,000.



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The Land Disposition Agreement in substantially the attached form has been approved by HHFA. In this connection, in order to meet the disclosure requirements of Federal Law, a public disclosure advertisement was placed in the Boston newspapers on June 19, 1964, and I recommend your ratification of this publication.

Appropriate votes are attached.





PARCEL 1A REGISTERED	28298	
PARCEL 1A UNREGISTERED	331325	
TOTAL PARCEL 1A		359623
PARCEL 1B REGISTERED	7144	
PARCEL 1B UNREGISTERED	2727	
TOTAL PARCEL 1B		9871
TOTAL PARCEL 1		369494

GOVERNMENT CENTER PROJECT  
MASS. R35

## PROPERTY LINE MAP PARCEL 1

CONSISTING OF PARCEL 1A & PARCEL 1B

BOSTON REDEVELOPMENT AUTHORITY  
BOSTON-SUFFOLK COUNTY-MASSACHUSETTS

DATE	CODE	SEGMENT-
SCALE IN FEET	1 inch = 40 feet	MAP P-14 OF
WHITMAN & HOWARD INC. ENGINEERS	69 BROAD ST. BOSTON, MASS.	REVISED - May 8, 1964 July 13, 1964

APPROVED BY  
WALLACE B. ORPIN  
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